

GOODRICH

1000 GOODRICH BOULEVARD
MIAMI, OK 74354

Inquiry Number: 5513108.1S

DECEMBER 17, 2018

The EDR 1940 Chain of Title



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Chain of Title

The EDR Chain of Title Report tracks a line of successive owners from the present back to 1940 of a particular parcel of property, linked together by recorded transactions which pass title. Available nationwide, this report provides a summary of a property's ownership history and is a valuable source for determining the prior uses of a property.

A network of professional abstractors following established procedures, uses client supplied address information to locate:

- Historical Chain of Title research
- Leases and Miscellaneous

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EDR Chain of Title

TARGET PROPERTY INFORMATION

ADDRESS

GOODRICH
1000 GOODRICH BOULEVARD
MIAMI, OK 74354

RESEARCH SOURCE

SOURCE 1: OTTAWA COUNTY RECORDER'S OFFICE
SOURCE 2: OTTAWA COUNTY ASSESSOR'S OFFICE
EXAMINER'S NOTE: PUBLIC RECORDS OF OTTAWA COUNTY, OK WERE SEARCHED FROM JANUARY 1, 1940 TO NOVEMBER 28, 2018, AND NO OTHER DEEDS VESTING TITLE IN THE SUBJECT PROPERTY WERE FOUND OF RECORD DURING THE PERIOD SEARCHED.

PROPERTY DESCRIPTION

CURRENT OWNER: REAL ESTATE REMEDIATION LLC
LEGAL DESCRIPTION: S2 NW, & N2 SW LESS 57.55 AC TR SEC 24 TWP 28 RNG 22 (RESTRICTION NOTICE -- 658/737)SUBJ TO EASEMENT MIAMI MISC TRACT I 997/738 1015/220
PROPERTY IDENTIFIERS: 5350-24-028-022-0-001-00
GENERAL COMMENTS: THIS REPORT ALSO INCLUDES PARCEL 5350-24-028-022-0-001-01,
LEGAL DESCRIPTION: A TR IN N2 SW & S2 NW, COM NW COR N2 SW, S0D34'16"E 242.68', N89D8'38"E 943.58' POB, N0D50'41"W 534.58', N89D7'14"E 1706.68', S0D20'E 291.53', S0D30'26"E 1320.76', S89D8'10"W 1477.92', N0D50'41"W 1077.19', S89D8'38"W 218.36' POB SEC 24 TWP28 RNG 22 MIAMI MISC I

HISTORICAL CHAIN OF TITLE

SEE EXHIBIT "A"

LEASES AND MISCELLANEOUS

SEE EXHIBIT "B"

EDR Chain of Title

CHAIN OF TITLE

EXHIBIT "A"

EDR Chain of Title

HISTORICAL CHAIN OF TITLE

PARCEL 5350-24-028-022-0-001-00

CHAIN 1

TYPE OF DEED:	QUIT CLAIM DEED
TITLE IS VESTED IN:	REAL ESTATE REMEDIATION LLC
TITLE RECEIVED FROM:	ALLAN KASPAR
DATE EXECUTED:	08/13/2015
DATE RECORDED:	08/14/2015
BOOK:	1015
PAGE:	220
VOLUME:	NA
INSTRUMENT #:	NA
DOCKET:	NA
LAND RECORD COMMENTS:	NA

CHAIN 2

TYPE OF DEED:	DEED
TITLE IS VESTED IN:	REAL ESTATE REMEDIATION LLC
TITLE RECEIVED FROM:	ALLEN KASPAR
DATE EXECUTED:	09/16/2014
DATE RECORDED:	09/16/2014
BOOK:	997
PAGE:	738
VOLUME:	NA
INSTRUMENT #:	NA
DOCKET:	NA
LAND RECORD COMMENTS:	NA

EDR Chain of Title

CHAIN 3

TYPE OF DEED: CORRECTION COROORATE WARRANTY DEED
TITLE IS VESTED IN: ALLAN KASPAR
TITLE RECEIVED FROM: OTTAWA MANAGEMENT COMPANY INC
DATE EXECUTED: 06/27/2005
DATE RECORDED: 06/27/2005
BOOK: 788
PAGE: 224
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION IN DOC#785/270.

CHAIN 4

TYPE OF DEED: CORPORATE WARRANTY DEED
TITLE IS VESTED IN: ALLAN KASPAR
TITLE RECEIVED FROM: OTTAWA MANAGEMENT COMPANY INC
DATE EXECUTED: 05/17/2005
DATE RECORDED: 05/17/2005
BOOK: 785
PAGE: 270
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: NA

CHAIN 5

TYPE OF DEED: GENERAL WARRANTY DEED
TITLE IS VESTED IN: OTTAWA MANAGEMENT COMPANY INC
TITLE RECEIVED FROM: SOUTHFORK INVESTMENTS LLC
DATE EXECUTED: 05/17/2005
DATE RECORDED: 05/17/2005
BOOK: 785
PAGE: 267
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: NA

EDR Chain of Title

CHAIN 6

TYPE OF DEED: GENERAL WARRANTY DEED
TITLE IS VESTED IN: SOUTHFORK INVESTMENTS LLC
TITLE RECEIVED FROM: OTTAWA MANAGEMENT COMPANY INC
DATE EXECUTED: 04/18/2002
DATE RECORDED: 04/18/2002
BOOK: 705
PAGE: 713
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: NA

CHAIN 7

TYPE OF DEED: QUIT CLAIM DEED
TITLE IS VESTED IN: OTTAWA MANAGEMENT COMPANY INC
TITLE RECEIVED FROM: FOUNDATION TO SAVE OUR CHILDREN'S ENVIRONMENT INC, A/K/A SAVE
OUR CHILDREN'S ENVIRONMENT
DATE EXECUTED: 05/22/1996
DATE RECORDED: 05/22/1996
BOOK: 593
PAGE: 479
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: POWER OF ATTORNEY - RECORDED 02/08/1996, DOC#589/87

NOTICE OF DEED RESTRICTION - RECORDED 01/20/2000, DOC#658/737
(PURSUANT TO CJ-95-641)

ORDER MODIFYING MANDATORY INJUNCTION AS TO OTTAWA
MANAGEMENT COMPANY INC - RECORDED 02/07/2000, DOC#659/565 (CJ-95-
641)

EDR Chain of Title

CHAIN 8

TYPE OF DEED: QUIT CLAIM DEED
TITLE IS VESTED IN: OTTAWA MANAGEMENT COMPANY INC
TITLE RECEIVED FROM: JOSEPH E MOUNTFORD
DATE EXECUTED: 11/28/1994
DATE RECORDED: 11/28/1994
BOOK: 573
PAGE: 269
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: NA

CHAIN 9

TYPE OF DEED: QUIT CLAIM DEED
TITLE IS VESTED IN: SAVE OUR CHILDREN'S ENVIRONMENT
TITLE RECEIVED FROM: TH B. F. GOODRICH COMPANY SAVE OUR CHILDREN'S ENVIRONMENT
DATE EXECUTED: 09/16/1993
DATE RECORDED: 09/16/1993
BOOK: 556
PAGE: 695
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: NA

CHAIN 10

TYPE OF DEED: QUIT CLAIM DEED
TITLE IS VESTED IN: THE B. F. GOODRICH COMPANY
TITLE RECEIVED FROM: JOSEPH E MOUNTFORD AND NORMA NOUNTFORD
DATE EXECUTED: 08/27/1975
DATE RECORDED: 08/27/1975
BOOK: 355
PAGE: 780
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: NA

EDR Chain of Title

CHAIN 11

TYPE OF DEED:	WARRANTY DEED
TITLE IS VESTED IN:	THE B. F. GOODRICH COMPANY
TITLE RECEIVED FROM:	BECK MINING AND ROYALTY COMPANY
DATE EXECUTED:	02/26/1944
DATE RECORDED:	02/26/1944
BOOK:	180
PAGE:	145
VOLUME:	NA
INSTRUMENT #:	NA
DOCKET:	NA
LAND RECORD COMMENTS:	ORDIANCE NO. 678 RECORDED 06/05/1944, DOC#181/59 BOUNDARIES OF THE CITY OF MIAMI.

PLAT MAP RECORDED 06/10/1944, DOC#181/959.

WELL NO. 4 AND PUMPHOUSE LOCATED ON SAID PROPERTY – RECORDED 06/27/1944, DOC# 182/197

SEARCHED BACK TO 1940, PRIOR DEED WAS RECORDED BEFORE 1940.

EDR Chain of Title

LEASES AND MISCELLANEOUS

EXHIBIT "B"

EDR Chain of Title

LEASES AND MISCELLANEOUS

TYPE OF INSTRUMENT: NONE IDENTIFIED

FIRST PARTY:

SECOND PARTY:

DATE EXECUTED:

DATE RECORDED:

PAGE:

BOOK:

INSTRUMENT #:

COMMENTS:

A parcel of land situated in the N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 24, Township 28 North, Range 22 East, Ottawa County, Oklahoma. Said parcel of land being described as follows:

Beginning at the southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 24, thence measure north along the west line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 24 a distance of one hundred thirty six (136.0) feet; thence south 45 degrees 0 minutes east a distance of one hundred six and one tenth (106.1) feet to a point, said point being sixty and nine tenths (60.9) feet north from the south line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 24; thence north 89 degrees and 51 minutes east a distance of two thousand five hundred seventy one and nine tenths (2571.9) feet more or less to a point on the east line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 24; thence south 0 degrees and 20 minutes west along said east line of N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 24 a distance of fifty eight (58.0) feet to the southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 24; thence south 89 degrees and 47 minutes west along the south line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 24 a distance of two thousand six hundred forty six and six tenths (2,646.6) feet more or less to the point of beginning, containing in all three and seventy four one hundredths (3.74) acres.

IN WITNESS WHEREOF, the Beck Mining and Royalty Company has caused this instrument to be executed this 24th day of February, 1944, by its proper officers.

BECK MINING AND ROYALTY COMPANY

By

C. A. Beck

President

ATTEST:

C. A. Beck
Secretary

STATE OF OKLAHOMA)
COUNTY OF OTTAWA) SS

Before me, the undersigned, a notary public within and for said county and state, on this 24th day of February, 1944, personally appeared, C. A. Beck, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Beck Mining and Royalty Company, a business trust, as its president, and he acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the Beck Mining and Royalty Company for the uses, considerations, and purposes therein contained and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Fern Allgood

Notary Public

My commission expires: Sept. 30, 1945

BERNARD DRESA CO. CLERK

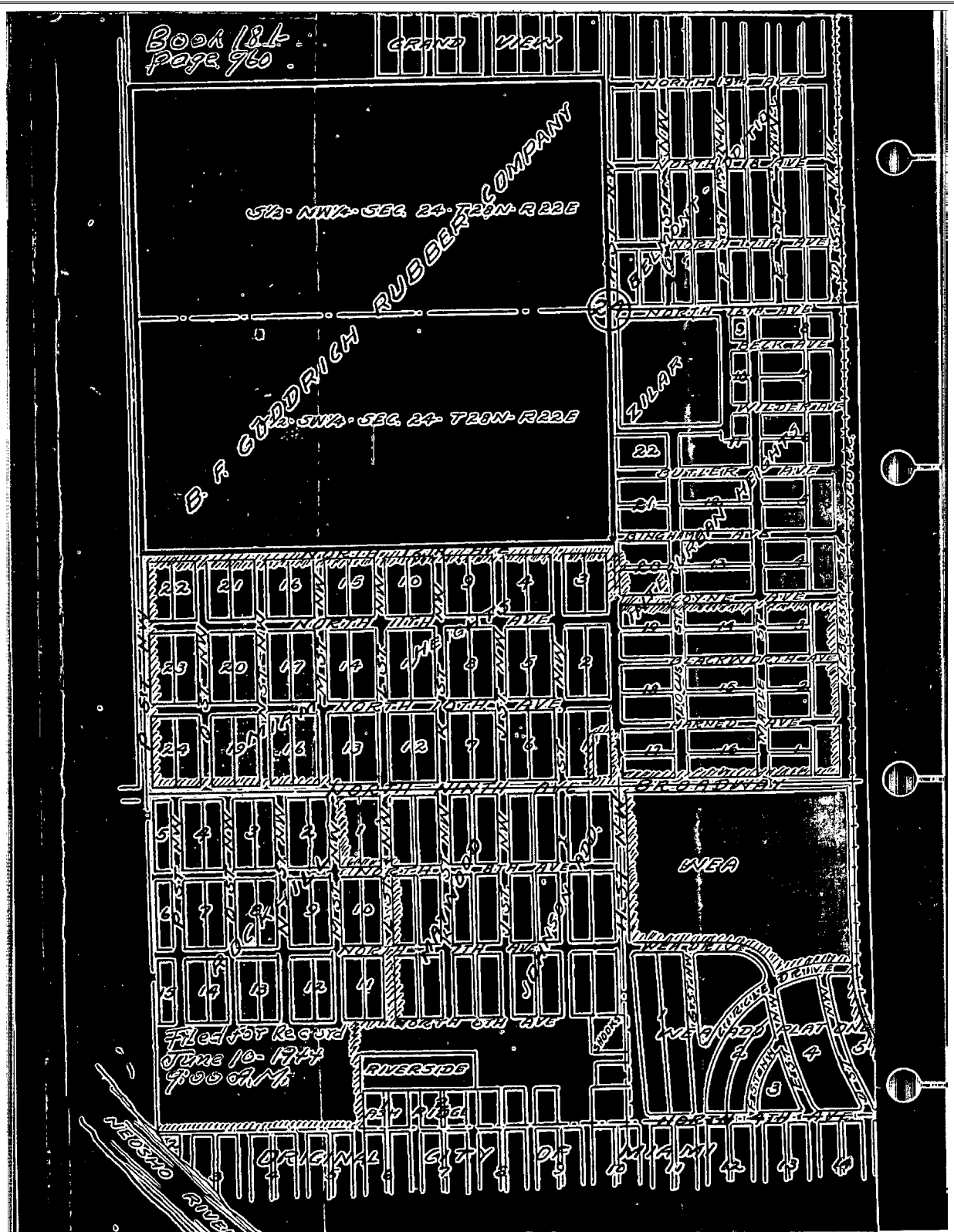
FEB 26 1944 11:00 A.M.

FILE FOR RECORD

DocNumber:

Book & Page:
181 959

Filed:
06-10-1944
00:00:00 AM
Dated:



ORDINANCE No. 678 181 59

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIAMI, OTTAWA COUNTY, OKLAHOMA, TO INCLUDE THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 28 NORTH, RANGE 22 EAST OF THE INDIAN MERIDIAN, OTTAWA COUNTY, OKLAHOMA; PROVIDING FOR THE RECORDING OF A CERTIFIED COPY OF THIS ORDINANCE WITH ACCURATE PLAT OF THE TERRITORY AFFECTED, IN THE OFFICE OF THE COUNTY CLERK OF OTTAWA COUNTY, OKLAHOMA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND DECLARING AN EMERGENCY.

BE IT ORDAINED, by the Mayor and Board of Commissioners of the City of Miami, Ottawa County, Oklahoma;

Section 1. That in pursuance of Section Four of the charter of the City of Miami, Ottawa County, Oklahoma, and in pursuance of the written consent and application of the owners of the tract of real estate hereinafter described, duly filed in the office of the City Clerk of the City of Miami, Ottawa County, Oklahoma; that the boundaries and limits of the City of Miami, Ottawa County, Oklahoma, be and the same are hereby extended and established so as to take in and make a part of said city that unlocated tract of land lying North and adjacent to said city and described as follows, to-wit:

The North Half of the Southwest Quarter and the South Half of the Northwest Quarter of Section Twenty-four, Township Twenty-eight North, Range Twenty-two East of the Indian Meridian, Ottawa County, Oklahoma;

and that the same be and the same is hereby declared to be a part of the City of Miami, Ottawa County, Oklahoma.

Section 2. That a certified copy of this ordinance together with a plat of the tract above described, be filed in the office of the County Clerk of Ottawa County, Oklahoma.

Section 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed in regular session this 5th day of June, 1944.

W. J. McElroy
Mayor of the City of Miami,
Ottawa County, Oklahoma

Attest:

W. B. Brown
City Clerk

Well No. 4 and pumphouse located upon the said property two thousand two hundred eighteen(2,218) feet north of the southerly property line and forty-six(46) feet west of the easterly property line which is also the easterly boundary of the northwest quarter section of said Section 24.

An underground pipe line, with the necessary valves and fittings, connecting Well No.1 and Well No.2 runs in a straight line between the two wells. An underground pipe line, with the necessary valves and fittings, connecting Well No.3 and Well No.4 from a point approximately six (6) feet west of Well No.3, runs in a straight line parallel to the easterly property line to a point approximately six(6) feet west of Well No.4 and thence continues parallel to the easterly property line approximately four hundred twenty-four(424) feet to the north property line for the purpose of connecting with a pipe line extending from another well or wells located off of the property due to the fact that there is insufficient ground water on the property itself for more than four(4) wells.

Executed this 21 day of June, 1944.

CITY OF MIAMI, OKLAHOMA
A Municipal Corporation

By Frank
Mayor Pro Tempore

W. C. Glenn
City Clerk

STATE OF OKLAHOMA,
COUNTY OF OTTAWA SS.
Before me, the undersigned, a Notary Public within and for the County and State aforesaid, on this 22 day of June, 1944, personally appeared J. L. Vail, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor Pro Tempore and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the City of Miami, Ottawa County, Oklahoma, a municipal corporation, for the uses and purposes therein mentioned and set forth.
Witness my hand and official seal the day and year above written.

William P. Parker
Notary Public

My commission expires 8-6-1949

STATE OF OKLAHOMA) SS.
COUNTY OF OTTAWA)
FILED FOR RECORD IN THE
OFFICE OF COUNTY CLERK AT MIAMI

JUN 23 1944

TIME 2:00 P.M. & MIN. 10
RECORDED IN BOOK 1 PAGE 198
BERT FORESIA, COUNTY CLERK
BY W. C. Glenn DEPUTY

DocNumber:

Book & Page:
182 197
Filed:
06-27-1944
00:00:00 AM
Dated:

KNOW ALL MEN BY THESE PRESENTS: That
 WHEREAS, The Beck Mining and Royalty Company, a business trust
 of Miami, Oklahoma, upon the 23rd day of February, 1944 made,
 executed and delivered to the City of Miami, Oklahoma, a municipal
 corporation, an easement upon a portion of the following described
 real estate, to-wit:

The South Half of the Northwest quarter and
 the North Half of the Southwest Quarter of
 Section Twenty-four, Township Twenty-eight
 North, Range Twenty-two East of the Indian
 Meridian, Ottawa County, Oklahoma,

which easement is recorded in book 180 at page 799 of the records
 in the office of the County Clerk of Ottawa County, Oklahoma, and
 WHEREAS, said easement among other things provides:

"NOW, THEREFORE, in consideration of the sum of One
 Dollar (\$1.00) paid to the Grantor, the receipt of which is hereby
 acknowledged, and of other good and valuable considerations, the
 Grantor does hereby grant, convey, transfer and assign to the
 Grantee an easement or right to drill and complete, install, equip,
 repair, maintain and operate on the above described land of Grantor
 five(5) water wells and the necessary pumps and equipment, includ-
 ing electric power lines and pipelines, each to be located in the
 most direct route connecting said wells, together with the right
 of ingress and egress as necessary in the operation and maintenance
 of said wells; all upon the condition that said wells, pumps,
 power lines, pipelines and other equipment shall be used solely
 for the purposes above set forth and that the location of each
 thereof shall be definitely established and designated by instru-
 ment in writing executed by the Grantee and duly recorded in the
 Office of the County Clerk of Ottawa County, Oklahoma, on or before
 the 1st day of July, 1944."

and
 WHEREAS, in compliance with said easement four of the
 wells above described have been completed and no further wells
 will be drilled by the grantee in said easement upon said tract
 but will be drilled off of said tract;

NOW, THEREFORE, in compliance with said easement and
 the terms thereof, the location of said four wells and the
 connecting lines thereto is hereby definitely established and
 designated by this instrument in writing; said designation being
 as follows, to-wit:

Well No.1 and pumphouse located upon the said property
 one hundred(100) feet north of the southerly property line and
 one hundred(100) feet east of the westerly property line which is
 also the westerly boundary of Section 24, Township 28 North,
 Range 22 East of the Indian Meridian, Ottawa County, Oklahoma.

Well No.2 and pumphouse located upon the said property
 sixty(60) feet east of the westerly property line and fifty(50)
 feet south of the northerly property line.

Well No.3 and pumphouse located upon the said property
 two hundredeighteen(218) feet north of the southerly property
 line and forty-six(46) feet west of the easterly property
 line which is also the easterly boundary of the southwest
 quarter section of the aforementioned Section 24.

#2862

Form No. 3

BOOK 355 PAGE 780 QUIT CLAIM DEED

THIS INDENTURE, made and entered into this 12th day of August, 1975,
by and between Joseph E. Mountford and Norma Mountford, husband and wife,
parties of the first part, and
The B. F. Goodrich Company, a corporation, party of the second part;
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar
and other good and valuable considerations, ~~XXXXXX~~
to them duly paid, the receipt whereof is hereby acknowledged, do hereby quit claim, grant, bargain, sell
and convey unto the said party of the second part, and to its successors ~~XXXX~~ and assigns,
forever, all their right, title, interest and estate, both at law and in equity, of, in and to all of the following
described real estate situated in the County of Ottawa, and State of Oklahoma, to-wit:

DocNumber:

Book & Page:
355 780

Filed:

08-28-1975
00:00:00 AM

Dated:

The NE 1/4 of the SW 1/4, Section 24, T 28 N, R 22 E.

RECORDED
INDEXED
OFFICE OF THE COUNTY CLERK
75 OCT 27 AM 9:45

Kevin L. Linn
CLERK

(The total consideration herein is less than \$100.00, and no documentary stamps are required under the law.)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the hereditaments and appurtenances thereunto
belonging, or in anywise appertaining unto the said party of the second part, its successors ~~XXXX~~
and assigns, so that neither the said parties of the first part nor any person in their name or be-
half, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they, and every
one of them, shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands
and seals the day and year first above written.

Joseph E. Mountford (Seal)
Norma Mountford (Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OKLAHOMA,
County of Ottawa.

Before me the undersigned

, a Notary Public in and for said County and State on this

12th day of August, 1975, personally appeared
Joseph E. Mountford and Norma Mountford, husband and wife,
to me know to be the identical person S who executed the within and foregoing
instrument and acknowledged to me that they executed the same as their
free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year last above written.

My commission expires

October 31,

1976.

Katherine Speer
Notary Public.

\$ 3.00

2302 S. Barnett
Julesa, OK. 74129

4280

BOOK 556 PAGE 695

QUIT-CLAIM DEED

THIS INDENTURE, made this 16th day of September, 1993, between The B.F. Goodrich Company, a corporation under the laws of the State of New York, party of the first part, and Save Our Children's Environment, a corporation under the laws of the State of Oklahoma, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of ONE & NO/100THS (\$1.00) DOLLARS to it duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to it's successors and assigns forever, all it's right, title interest and estate, both at law and in equity, of, in and to, the following described real estate, situated in the County of OTTAWA, State of Oklahoma, to-wit:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Twenty-four, Township Twenty-eight North, Range Twenty-two East of the Indian Meridian.

(THE CONSIDERATION FOR THIS DEED IS LESS THAN \$100.00)

Together with all and singular the hereditaments and appurtenances thereunto belonging. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part it's successors and assigns forever.

IN WITNESS WHEREOF, The Vice President of The B.F. Goodrich Company has caused this Quit-Claim Deed to be executed in it's name on it's behalf and the seal of said Corporation to be hereunto affixed and attested by it's Assistant Secretary, all as of the day and year first above written.

THE B.F. GOODRICH COMPANY

By R. A. McMillan
R. A. McMillan, Vice President

RECORDED IN THE OFFICE OF
COUNTY CLERK
OTTAWA COUNTY, OKLAHOMA

SEP 16 11 03 AM '93

CAROL ANN GIBB
COUNTY CLERK
BY Betty McMillan
DEPUTY

ATTEST:

R. N. Jacobson
R. N. Jacobson, Assistant Secretary

STATE OF OHIO

COUNTY OF PORTAGE ss.

The above and foregoing instrument was subscribed and sworn to before me on the 16th day of SEPTEMBER, 1993, by R. A. McMillan, Vice President of The B.F. Goodrich Company, a corporation under the laws of the State of New York, for and on behalf of said corporation.

Given under my hand and seal of office the day and year above written.

Joanne Prosser
NOTARY PUBLIC

My Commission Expires:

Joanne Prosser
Notary Public for State of Ohio
My commission expires June 20, 1998

Ottawa County Abstract & Title

"Same addresses are
listed now"

5676

BOOK 0573 PAGE 269

DocNumber:

Book & Page:
573 269

Filed:
11-28-1994
00:00:00 AM
Dated:

QUIT CLAIM DEED

(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

That JOSEPH E. MOUNTFORD, a single person

_____, party of the first part,
in consideration of the sum of -----TEN AND NO/100----- dollars
and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby quit-claim,
grant, bargain, sell and convey unto RECORD OWNERS

part IES of the second part, all its right, title, interest, estate, and every claim and demand, both at law and in
equity, in and to all of the following described real property situate in OTTAWA
County, State of Oklahoma, to-wit:

An undivided 9/64 interest in NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, and E $\frac{1}{2}$ SW $\frac{1}{4}$
of Section 24, Township 28 North, Range 22 East of the
Indian Meridian, Ottawa County, Oklahoma, according to
the U.S. Government Survey thereof.
* * * * *

RECORDED IN THE OFFICE OF
COUNTY CLERK
OTTAWA COUNTY, OKLAHOMA

Nov 28 10 40 AM '94

CALLIE L. SMALL
COUNTY CLERK
Callie L. Small
BY DEPUTY

NO DOCUMENTARY STAMPS REQUIRED
1988 O.S. Title 68, Sec. 3202 # 3

together with all the improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said part ies of the second part
their heirs and assigns forever.

Signed and delivered this 25th day of NOVEMBER, 19 94

Joseph E. Mountford
Joseph E. Mountford

STATE OF OKLAHOMA

COUNTY OF OTTAWA

} SS:

INDIVIDUAL ACKNOWLEDGEMENT
(Oklahoma Form)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of
NOVEMBER, 19 94, personally appeared
Joseph E. Mountford, a single person

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he
executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

My commission expires 11/15/95
John C. Gant, Notary Public
Compliments of Chicago Title Insurance Company.

STATE OF _____)
) ss.
COUNTY OF _____)

Dated:

KNOW ALL MEN BY THESE PRESENTS: That **FOUNDATION TO SAVE OUR CHILDREN'S ENVIRONMENT, INC., a/k/a SAVE OUR CHILDRENS ENVIRONMENT**, an Oklahoma non-profit corporation (hereinafter referred to as "**SOCE**"), of 2302 South Garnett, Tulsa, Oklahoma, does hereby make, constitute and appoint **OTTAWA MANAGEMENT COMPANY, INC.**, an Oklahoma corporation (hereinafter referred to as "**OMCI**"), of 2112 B. Pleasant Grove, Jonesboro, Arkansas 72401, as its true and lawful attorney-in-fact for the specific and limited purpose of acting for and in the name, place and stead of SOCE with regard to a certain parcel of real property, better described as follows:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Twenty-four, Township Twenty-eight North, Range Twenty-two East of the Indian Meridian, County of Ottawa, State of Oklahoma;

including all improvements or appurtenances thereto, which will hereinafter be referred to as the "Property".

With regard to the Property and under this power-of-attorney and specifically subject to that agreement between SOCE and OMCI dated January 31, 1996, OMCI shall act for SOCE and in its name, place and stead:

1. To sell, exchange, convey either with or without covenants, quit-claim, release, surrender, mortgage, encumber, partition or consent to the partitioning, grant options concerning concerning, lease or sublet, or otherwise dispose of a portion of or all of the Property;
2. To release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action, proceeding or otherwise, any mortgage, encumbrance, lien, or other claim of land which exists, or is claimed to exist in favor of SOCE;
3. To do any act of management or of conservation with respect to any estate or interest in the Property owned or claimed to be owned by SOCE, including by way of illustration but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, compromise or contest taxes or assessments, apply for refunds in connection therewith, purchase supplies, hire assistance or labor and make repairs or alterations in the structures located on the Property;

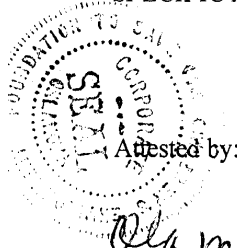
4. To utilize in any way, develop, modify, alter, replace, remove, erect or install structures or other improvements upon the Property;
5. To demand, receive, obtain by action, proceeding or otherwise, any money, or other thing of value to which SOCE is, or may become, or may claim to be entitled as the proceeds of an interest in the Property or of one or more of the transactions contemplated in this document; further, to conserve, invest, disburse or utilize anything so received for purposes contemplated in this document, and to reimburse OMCI for all expenditures properly made by it in the execution of the powers conferred on it hereunder;
6. To participate in any reorganization with respect to the Property and receive and hold any shares of stock or instrument of similar character received in accordance with such plan or reorganization, and to act with respect thereto, including by way of illustration but not of restriction, power to sell or otherwise dispose of such shares, or any of them, to exercise or sell any option, conversion or similar right with respect thereto, and to vote thereon in person or by granting of a proxy;
7. To agree and contract, in any manner, and with any person and on any terms, which OMCI may select, for the accomplishment of any purpose contemplated in this document, and to perform, rescind, reform, release, or modify any such agreement or contract or any other similar agreement or contract made by or on behalf of SOCE;
8. To execute, acknowledge, seal and deliver any deed, revocation, declaration or modification of mortgage, lease, notice, check, or other instrument which OMCI may think useful for the accomplishment of any purpose contemplated in this document;
9. To prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor or, or against SOCE based on or involving any real estate transaction pertaining to the Property or to intervene in any action or proceeding relating thereto;
10. To hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when OMCI shall think such action are desirable for the proper execution by OMCI of any power described hereunder, and for the keeping of needed records thereof;
11. To prepare, sign, file and deliver all reports, compilations of information, returns or other papers with respect to any business operating requirement imposed upon SOCE, as the record owner of the Property, which is required by any governmental agency, department or instrumentality or which OMCI shall deem desirable or necessary for any purpose, and to make all payments with respect thereto; AND

12. In general, and in addition to all the specific acts herein enumerated, to do all other acts, which SOCE can do through an agent, with respect to any estate or interest in the Property.

This grant of authority shall only be revocable by unanimous decision of the stockholders and directors of SOCE and shall only be effective on and after the date and time when notice of such revocation has been filed in the land records of the Ottawa County Clerk.

ALL PERSONS INTERESTED IN THE PROPERTY SHALL TAKE NOTE that by this grant of authority and only with regard to the Property, SOCE has designated, conveyed and surrendered to OMCI all of the rights and powers contemplated hereunder and should further note that SOCE is and shall hereafter be prohibited and estopped from exercising any of the rights or powers granted to OMCI hereunder until such time as this grant of authority is properly revoked.

IN WITNESS WHEREOF, SOCE, by and through its President, hereby executes and grants this *SPECIFIC AND LIMITED POWER OF ATTORNEY*, this 31st day of January, 1996.



Attested by:

Olamae Looney
, Secretary

FOUNDATION TO SAVE OUR CHILDREN'S
ENVIRONMENT, INC., a/k/a SAVE OUR
CHILDREN'S ENVIRONMENT

By: Wagdy
, President

This *SPECIFIC AND LIMITED POWER OF ATTORNEY* is hereby accepted, this 31st day of January, 1996.

OTTAWA MANAGEMENT COMPANY, INC.

Attested by:

Olmy R. Wallis
, Secretary

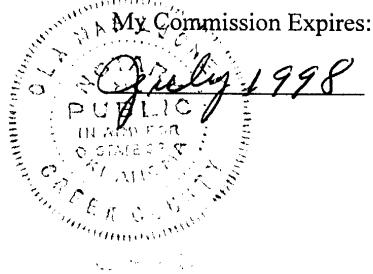
By: Olmy R. Wallis
, President

CORPORATE ACKNOWLEDGEMENT

Now on this 31st day of January, 1996, personally appeared before me _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his individual free act and deed, but also that he executed the same on behalf of and as the free corporate act and deed of FOUNDATION TO SAVE OUR CHILDREN'S ENVIRONMENT, INC., a/k/a SAVE OUR CHILDRENS ENVIRONMENT, an Oklahoma non-profit corporation, for the purposes therein contained.

In witness whereof, I hereunto set my hand and seal of office.

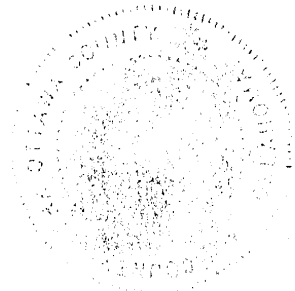
Ola Mae Looney
Notary Public



RECORDED IN THE OFFICE OF
COUNTY CLERK
OTTAWA COUNTY, OKLAHOMA

FEB 8 11 25 AM '96

Larry Craft
COUNTY CLERK
BY DEPUTY



2668

BOOK 0593 PAGE 479

QUIT CLAIM DEED

DocNumber:
L 1996 2668
Book & Page:
RB 593 479
Filed:
05-22-1996
00:00:00 AM
Dated:
01-31-1996

THIS INDENTURE, Made this 31st day of January, 1996, between **FOUNDATION TO SAVE OUR CHILDREN'S ENVIRONMENT, INC., a/k/a SAVE OUR CHILDREN'S ENVIRONMENT**, an Oklahoma non-profit corporation (hereinafter referred to as "**SOCE**") Party of the First Part, and **OTTAWA MANAGEMENT COMPANY, INC.**, an Oklahoma corporation (hereinafter referred to as "**OMCI**"), having mailing address of 2112 B Pleasant Grove, Jonesboro, Arkansas 72401, Party of the Second Part.

WITNESSETH: That in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, said Party of the First Part does by these presents quit claim, grant, bargain, sell and convey unto OMCI, the entire fee simple title, the following described real estate situated in Ottawa County, State of Oklahoma, to-wit:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Twenty-four, Township Twenty-eight North, Range Twenty-two East of the Indian Meridian, County of Ottawa, State of Oklahoma;

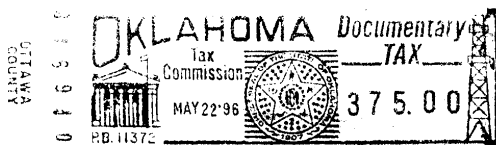
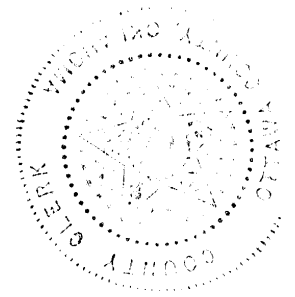
TO HAVE AND TO HOLD with the fee simple title together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

RECORDED IN THE OFFICE OF
COUNTY CLERK
OTTAWA COUNTY, OKLAHOMA

MAY 22 2 01 PM '96

GABRIEL RANDALL
COUNTY CLERK

[Signature]
BY DEPUTY



IN WITNESS WHEREOF, Party of the First Part has executed or caused to be executed, this instrument the day and year first above written.



Attested by:

Ola Mae Loney
, Secretary

FOUNDATION TO SAVE OUR CHILDREN'S ENVIRONMENT, INC., a/k/a SAVE OUR CHILDREN'S ENVIRONMENT

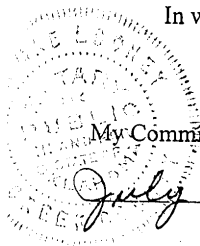
By: Wayne Ford
, President

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF CREEK)

Now on this 31st day of January, 1996, personally appeared before me WAYNE FORD, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his individual free act and deed, but also that he executed the same on behalf of and as the free corporate act and deed of FOUNDATION TO SAVE OUR CHILDREN'S ENVIRONMENT, INC., a/k/a SAVE OUR CHILDRENS ENVIRONMENT, an Oklahoma non-profit corporation, for the purposes therein contained.

In witness whereof, I hereunto set my hand and seal of office.



My Commission Expires:

July 1998

Ola Mae Loney
Notary Public

PAGE TWO

NOTICE OF DEED RESTRICTION

THIS NOTICE OF DEED RESTRICTION is made this 6th of January, 2000, by Ottawa Management Company, Inc., an Oklahoma corporation (hereinafter "OMCI"), owner in fee title of the real property described below (the "Property"), and OMCI hereby imposes the following restriction on the use of the Property, described as:

DocNumber:
L 2000 362
Book & Page:
RB 658 737
Filed:
01-20-2000
02:59:00 PM
Dated:
01-06-2000

The Southern Half (S/2) of the Northwest quarter (NW/4) and the Northern Half (N/2) of the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Twenty-eight (28) North, Range Twenty-two (22) East of the Indian Meridian, County of Ottawa, State of Oklahoma;

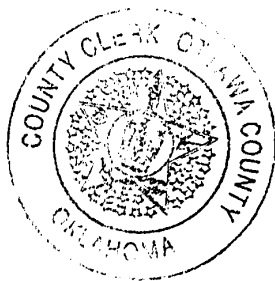
also known as 1000 Goodrich Boulevard, Miami, Oklahoma. The Property was the previous location of a tire manufacturing plant. Pursuant to an environmental remediation Order from the District Court of Ottawa County, Oklahoma (which may be viewed in Case No. CJ-95-641), the Property will be remediated to standards appropriate for commercial and industrial uses but not for residential use.

The restriction set forth below shall be imposed upon the Property, its present and any future owners (including persons who take title to the Property as heirs), their agents, and assigns, for the purpose of protecting the public health and the environment.

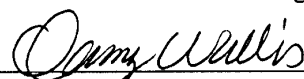
The Property may only be used for commercial or industrial use and shall not be used for residential purposes.

The obligation to implement and maintain the restriction set forth above shall run with the land and shall remain in effect until such time as the Oklahoma Department of Environmental Quality files a waiver of these restrictions in the office of the Ottawa County Court Clerk stating that the said restriction is no longer necessary.

IN WITNESS WHEREOF, Ottawa Management Company, Inc. has caused this *NOTICE OF DEED RESTRICTION* to be executed this 6th day of January, 2000.



On Behalf of Ottawa Management Company, Inc.:



Danny Wallis, President

On Behalf of the State of Oklahoma:



C. Miles Tolbert, Assistant Attorney General

CORPORATE VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF OTTAWA)

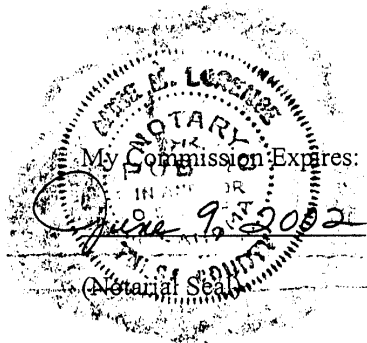
DANNY WALLIS, being first duly sworn, says that he is the President of Ottawa Management Company, Inc., and that he executed this instrument for and on its behalf, by authority of its board of directors; that he has read the foregoing Notice of Deed Restriction, and states that the contents thereof are true to the best of his knowledge and belief.

OTTAWA MANAGEMENT COMPANY, INC.

By: *Danny Wallis*
Danny Wallis, President

(Corporate Seal)

Subscribed and sworn to before me this 6th day of January, 2000.



Anne M. Lorence
Notary Public

pc

IN THE DISTRICT COURT OF OTTAWA COUNTY
STATE OF OKLAHOMA



STATE OF OKLAHOMA ex rel.,)
THE OKLAHOMA DEPARTMENT OF)
ENVIRONMENTAL QUALITY,)

Plaintiff,)

v.)

MICHELIN NORTH AMERICA, INC.,)

et al.,)

Defendants.)

Case No. CJ-95-641

DocNumber:

L 2000 627

Book & Page:

RB 659 565

Filed:

02-07-2000

03:20:00 PM

Dated:

03-10-1998

**ORDER MODIFYING MANDATORY INJUNCTION AS TO
OTTAWA MANAGEMENT COMPANY, INC.**

This matter comes on before the Court on the joint oral application of Plaintiff, STATE OF OKLAHOMA ("STATE"), represented by C. Miles Tolbert, Assistant Attorney General, Intervenor, CITY OF MIAMI ("MIAMI"), represented by James W. Thompson, City Attorney, and Defendant, OTTAWA MANAGEMENT COMPANY, INC. ("OMCI"), represented by D. Kenyon Williams, Jr., Esq, to approve a settlement of the captioned case which results in this ORDER MODIFYING MANDATORY INJUNCTION AS TO OTTAWA MANAGEMENT COMPANY, INC. ("ORDER"). The parties acknowledge that STATE has been substituted as party Plaintiff, replacing State of Oklahoma ex rel., the Oklahoma Department of Environmental Quality.

STATE announces that it is applying for approval of this ORDER to conserve the resources of OMCI so that resources which might otherwise be expended contesting liability may be devoted instead to remedying the environmental problems at OMCI's facility in Miami, Oklahoma ("FACILITY"). Further, STATE announces that it does not intend by its approval of this ORDER to indicate that the remedial steps announced in this ORDER are adequate to address the

3000

contamination at the FACILITY. Rather, STATE announces the remedial steps announced in this *ORDER* are not adequate to address all of the environmental conditions at the FACILITY, but represents instead only a partial remedy.

OMCI announces that it does not admit, and specifically denies, any liability to the STATE, MIAMI, or any other person or entity arising out of the allegations of the STATE and MIAMI in the present case. Further, OMCI announces that it does not intend, by its approval of this *ORDER*, to admit any facts, allegations, recitations, or conclusions of law alleged in the STATE's or MIAMI's Petition, or in this *ORDER*. Further, OMCI announces that it specifically denies any responsibility for remediation and disposal activities which it has voluntarily agreed to be ordered to perform with regard to the FACILITY and specifically denies any legal or equitable liability under any laws, regulations, ordinances, or common law for any costs or damages incurred by any party in connection with the said FACILITY. Finally, OMCI reports to the Court that, through October, 1997, OMCI has expended \$610,940 in its efforts to comply with this Court's Orders. STATE announces that it cannot confirm the accuracy of this figure.

STATE, MIAMI and OMCI announce to the Court that they have entered into a settlement of the captioned case agreeing to the following:

1. In consideration of OMCI's agreeing to this *ORDER*, STATE and MIAMI agree to dismiss with prejudice Case No. CJ-95-641 insofar as it pertains to Danny Wallis, a named individual Defendant in the present case.

2. In consideration of STATE's and MIAMI's agreeing to this *ORDER*, which modifies and replaces this Court's June 26, 1996 *Mandatory Injunction on Loose Asbestos* as to OMCI only, OMCI agrees to and shall perform the acts set forth hereinafter. For the purposes of applying and

interpreting this *ORDER*, STATE, MIAMI and OMCI ask the Court to use the following definitions:

First Definition: The term “asbestos containing materials” shall mean

“Any material that contains asbestos of one percent (1%) or more.”

Second Definition: The term “seal” or “sealed” shall mean

“Close or cover all openings of the exterior walls or roof with impermeable materials (such as sheet metal) so as to prevent, to the extent reasonably practicable, unlawful or unauthorized entry and the release of asbestos fibers. With regard to doors, keep them closed and locked and install and/or maintain weatherstripping to the extent reasonably practicable taking into account the design of the door(s). ‘Seal’ or ‘sealed’ shall not mean air tight.”

Third Definition: The term “FACILITY” shall mean

“All of the buildings, located on the real property which is the subject of this action, which are identified on the “FACILITY Diagram” attached to this *ORDER* and incorporated by reference.”

Fourth Definition: The term “Powerhouse Building” shall mean

“That building, located on the real property which is the subject of this action, which is so identified on the “FACILITY Diagram” attached to this *ORDER* and incorporated by reference.”

Fifth Definition: The term “Warehouse Building” shall mean

“That building, located on the real property which is the subject of this action, which is so identified on the “FACILITY Diagram” attached to this *ORDER* and incorporated by reference.”

Sixth Definition: The term “Autoclave Area” shall mean

“That portion of the Warehouse Building, located on the real property which is the subject of this action, which is so identified on the “FACILITY Diagram” attached to this *ORDER* and incorporated by reference.”

Seventh Definition: The term "Area 4" shall mean

"That portion of the Warehouse Building, located on the real property which is the subject of this action, which is so identified on the "FACILITY Diagram" attached to this *ORDER* and incorporated by reference."

Eighth Definition: The term "Demolition Debris" shall mean

"Those materials, including soil and associated Asbestos Containing Materials, located outside the FACILITY which were generated during demolition activities."

Ninth Definition: The term "Cooling Tower Pit" shall mean

"The pit, located just east of the Powerhouse Building, which consists of four, open-topped concrete tanks or cells."

Tenth Definition: The term "Rooftop Devices" shall mean

"Any equipment, tanks, or piping located on any roof of the FACILITY."

Eleventh Definition: The term "Significantly Damaged Asbestos Containing Materials" shall mean

"Asbestos Containing Materials that are so damaged that the materials cannot be repaired and maintained under OMCI's operations and maintenance of asbestos in place program."

Based upon the foregoing, OMCI agrees to and shall perform the following acts:

A. With regard to the FACILITY, OMCI shall, according to the following schedule and subject to work plans approved by the State:

- i. Powerhouse Building and Autoclave Area of the FACILITY. Immediately seal and maintain in a sealed condition the Powerhouse Building and the Autoclave Area until such building or area are scheduled for recovery for commercial use and human occupancy.
- ii. Area 4 of the FACILITY: By April 1, 1998, either (a) erect a solid impermeable barrier in the East-West passageway of Area 4 to prevent workers from being exposed to asbestos fibers (in excess of

Oklahoma Department of Labor or OSHA permissible exposure limits) from the adjoining areas or (b) cease use of that passageway altogether.

- iii. Unoccupied Areas of FACILITY. Within three months of the date of this *ORDER*, seal and maintain in a sealed condition all unoccupied areas of the FACILITY.
- iv. Cooling Tower Pit. Within six months of the date of this *ORDER*, OMCI shall conduct appropriate analysis of the water which has collected in the Cooling Tower Pit and, with approval of STATE, lawfully dispose of the water. OMCI's water analysis results shall be provided to STATE at least 60 days prior to disposal of the water. After lawfully disposing of the water (or during the water disposal process) but in all events within six months of the date of this *ORDER*, OMCI shall remove and lawfully dispose of Asbestos Containing Materials found in the Cooling Tower Pit and then either (a) fill the Cooling Tower Pit with appropriate fill material so as to prevent the cells from filling with water, or (b) utilize the otherwise unregulated materials comprising the four cells as fill material for pits inside the Warehouse Building. OMCI's election to use otherwise unregulated materials from the cells as fill material is conditioned upon OMCI's demonstration to the STATE that it can be done lawfully and may only occur after the provisions of subparagraph xiv below have been complied with for each such pit.
- v. Powerhouse Building: Within nine months of the date of this *ORDER*, repair or remove and properly dispose of all loose or Significantly Damaged Asbestos Containing Materials within the Powerhouse Building and above the basement of the said building and seal the basement.
- vi. Demolition Debris: Within one year of the date of this *ORDER*, remove and lawfully dispose of all loose Asbestos Containing Materials (including soil) and Demolition Debris and remove and lawfully dispose of all Demolition Debris located outside the FACILITY. If OMCI demonstrates to the STATE that it can be done lawfully, otherwise unregulated concrete block and concrete debris may be used as fill material for pits inside the Warehouse Building, once the provisions of subparagraph xiv below have been complied with for each such pit.

- vii. Autoclave Area: Within one year of the date of this *ORDER*, remove and properly dispose of all Asbestos Containing Materials that are located at or above the basement of the Autoclave Area and seal the basement.
- viii. Carbon Black: Within one year of the date of this *ORDER*, remove and lawfully dispose of carbon black not lawfully stored or contained, with the exception of fugitive dust inside the FACILITY which will be addressed under ordinary maintenance. If OMCI demonstrates to the STATE that it can be done lawfully, otherwise unregulated soils collected in connection with the carbon black may be used as fill material for pits inside the Warehouse Building once the provisions of subparagraph xiv below have been complied with for each such pit.
- ix. Rooftop Devices: Within eighteen months of the date of this *ORDER*, remove and lawfully dispose of all Asbestos Containing Material from any Rooftop Devices.
- x. Asbestos Abatement: Within four years of the date of this *ORDER*, or thirty days prior to occupancy (whichever first occurs), remove and lawfully dispose of, or encase in concrete in place, all Significantly Damaged Asbestos Containing Materials from the interior of the FACILITY.
- xi. Powerhouse Building: Within four years of the date of this *ORDER*, or thirty days prior to occupancy (whichever first occurs), remove and lawfully dispose of all Asbestos Containing Materials from the interior of the Powerhouse Building which are not encased in metal jacketing.
- xii. Temporary Onsite Storage of Abated Asbestos Containing Materials: For up to four years from the date of this *ORDER*, OMCI may temporarily store abated Asbestos Containing Materials (generated through OMCI's activities under this *ORDER*) in secure on-site location(s) approved by the STATE after OMCI has demonstrated that such storage is properly performed.
- xiii. Offsite Disposal of Abated Asbestos Containing Materials: Within four years of the date of this *ORDER* or thirty days prior to occupancy of a storage area (whichever first occurs), remove and lawfully dispose of off-site all Asbestos Containing Materials stored pursuant to the preceding provision.

- xiv. Pits in the FACILITY: Take representative samples and analyze liquids, sludges, and debris in the pits in the Warehouse Building and drain and lawfully dispose of the pit contents on the following schedule:

<u>Year</u>	<u>No. of Pits</u>
1	2
2	3
3	4
4	5

B. OMCI shall continue to satisfactorily perform its Oklahoma Department of Labor regulated “asbestos operations and maintenance program.”

C. OMCI shall maintain continuously in force not less than \$4,200,000 fire and casualty insurance on the FACILITY. OMCI shall maintain the FACILITY and grounds in a lawful and commercially reasonable manner. The requirement that OMCI maintain an unoccupied area in a “sealed” condition, shall be relaxed during the time that unoccupied areas of the FACILITY are the subject of recovery or renovation projects.

D. OMCI shall provide notice to MIAMI, c/o the City Attorney, and to STATE, c/o the Attorney General of STATE, sixty (60) days in advance of the transfer of any portion of the south eighty (80) acres of the property which is the subject of this action.

E. OMCI shall make it a condition of any transfer of ownership, all or partial, or of operations of the property, which is the subject of this action, or of the FACILITY, that the transferee must assume all of OMCI’s obligations under this *ORDER*. Such transfer shall not relieve OMCI of any of its obligations under this *ORDER*.

F. OMCI shall, by appointment, provide reasonable access to Michelin North America, Inc. and its contractors and to the STATE and its designees for the investigation and

remediation of environmental conditions at the FACILITY. Further, OMCI shall provide STATE reasonable access to the FACILITY for the purposes of: (a) inspecting the condition of the FACILITY and OMCI's activities pursuant to this *ORDER* and the results of such activities; (b) inspecting OMCI's records and contracts for work to be performed pursuant to this *ORDER*; (c) conducting such tests as STATE deems necessary to determine the environmental conditions of the FACILITY; (d) preserving an audio, visual, or other form of record of the environmental conditions of the FACILITY; and (e) verifying information provided by OMCI with regard to the environmental conditions of the FACILITY. OMCI shall allow STATE to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings generated for or in the course of OMCI's compliance with this *ORDER*, except with regard to matters which are protected by attorney-client privilege or attorney work product. Nothing contained in this *ORDER* shall be interpreted as limiting STATE's inspection authority under any state law. All STATE contractor(s) or representative(s) shall comply with OMCI's reasonable health and safety plans. All STATE contractor(s) or representative(s) shall so identify themselves when requesting access to the property.

3. With regard to OMCI and named individual Defendant Danny Wallis, STATE and MIAMI have waived, and the Court receives STATE's and MIAMI's dismissal with prejudice of, any claims which STATE and/or MIAMI have, as of the date of the entry of this *ORDER*, for enforcement or litigation costs, attorneys' fees, money damages, penalties and/or fines that have been or could have been asserted by STATE and/or MIAMI in the present action against named individual Defendant Danny Wallis. Nothing contained in this *ORDER* is intended or should be construed as limiting STATE's right or MIAMI's right in the future to assert penalties or fines

against OMCI for its intentional or negligent failure to comply with this *ORDER* or any obligation OMCI may in the future have toward the STATE or MIAMI.

4. Nothing contained in this *ORDER* shall be construed as or constitute an admission by OMCI or named individual Defendant Danny Wallis of liability or any set of facts that could lead to any liability pertaining to the claims alleged by STATE and/or MIAMI, nor shall anything in this *ORDER* be construed or constitute an admission that STATE and/or MIAMI is entitled to any relief based on such claims. This *ORDER* shall supersede and replace the provisions of the Agreement entered into by the STATE, MIAMI, and OMCI on the 3rd day of September, 1997.

5. Nothing contained in this *ORDER* shall be construed to relieve OMCI of its obligations to comply with any applicable provisions of local, state, or federal law including, but not limited to, the National Emission Standards for Hazardous Air Pollutants, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, or any state program thereunder. Notwithstanding the foregoing, OMCI shall not be responsible for any liability specifically or by inference assumed by either or both Defendant BF Goodrich and Defendant Michellin U.S.A. under their respective settlement agreements in this case.

6. This *ORDER* shall be binding on STATE, MIAMI, and OMCI and any third parties having actual or constructive notice of it. This *ORDER*, which modifies and replaces the Court's June 26, 1996, Mandatory Injunction on Loose Asbestos upon OMCI, shall terminate upon the Court's receipt of written notice from the STATE that OMCI has demonstrated that the terms of this *ORDER* have been satisfactorily completed. OMCI shall provide STATE with written notice of completion of the terms of this *ORDER* and STATE shall have one-hundred-twenty (120) days

within which to provide the Court with written notice in the form of a release and satisfaction of the judgment which this *ORDER* represents. In the event a dispute arises with regard to whether OMCI has satisfactorily completed its obligations under this *ORDER*, either party may make application to the Court for such a determination.

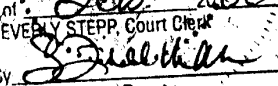
7. If requested by the Court, STATE, MIAMI, and OMCI shall appear at such times as the Court directs for semi-annual status hearings until the parties have satisfied all of their obligations under this *ORDER*.

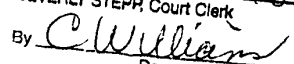
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the settlement announced to the Court today, and agreed upon by the STATE, MIAMI and OMCI, and as fully set forth in this *ORDER*, is hereby approved.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED BY THE COURT, that this *ORDER* resolves all pending issues between Plaintiff, STATE OF OKLAHOMA, Intervenor, CITY OF MIAMI, and Defendant, OTTAWA MANAGEMENT COMPANY, INC., and that Defendant OTTAWA MANAGEMENT COMPANY, INC. is excused from further participation in the present case.

Dated this 10TH day of March, 1998.



JUDGE OF THE DISTRICT COURT

State of Oklahoma } SS.
Ottawa County }
I, Beverly Stepp, Court Clerk, do hereby certify
that the above is a full, true and complete copy of the
document in the above entitled case, Case No. CG-95-641
as the same remains on file in my office.
In witness whereof, I hereunto set my hand and
affix the seal of said Court, of Miami, Oklahoma, on the
10th day of March, 1998
BEVERLY STEPP, Court Clerk
By 
Deputy

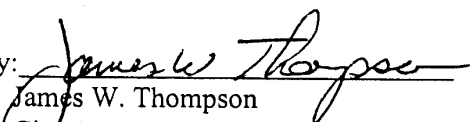
State of Oklahoma } SS.
Ottawa County }
I, Beverly Stepp, Court Clerk, do hereby certify
that the above is a full, true and complete copy of the
document in the above entitled case; Case No. CG-95-641
as the same remains on file in my office.
In witness whereof, I hereunto set my hand and
affix the seal of said Court, of Miami, Oklahoma, on the
10th day of March, 1998
BEVERLY STEPP, Court Clerk
By 
Deputy

APPROVED:

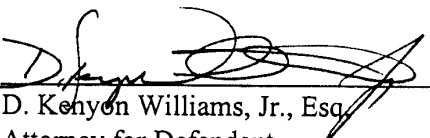
STATE OF OKLAHOMA

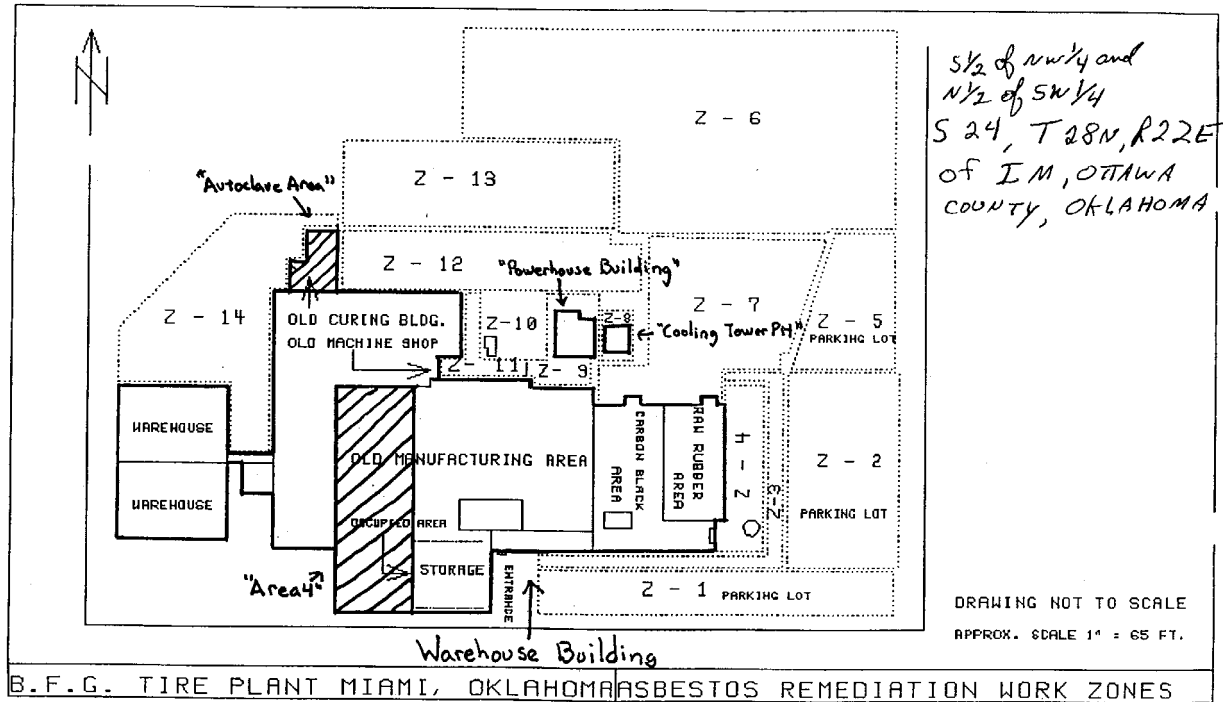
By: 
C. Miles Tolbert
Assistant Attorney General
Attorney for Plaintiff

CITY OF MIAMI

By: 
James W. Thompson
City Attorney
Attorney for Intervenor

OTTAWA MANAGEMENT COMPANY, INC.

By: 
D. Kenyon Williams, Jr., Esq.
Attorney for Defendant



Facility Diagram

✓ 1-2002-002207 Book 705 Pg. 713
04/18/2002 2:02 pm \$13.00
Reba G Sill - Ottawa County Clerk

0212360902

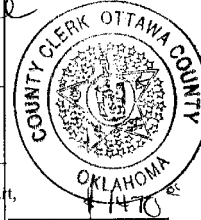
PRT NW/4 SW/4 24-28-22

OTTAWA COUNTY, OK

GENERAL WARRANTY DEED

(CORPORATION FORM)

(For filing only)



ARS #: 02-1097

THIS INDENTURE, Made this 1st day of APRIL, 2002

between OTTAWA MANAGEMENT COMPANY, INC., an Oklahoma corporation

a corporation, organized under the laws of the State of OKLAHOMA

of the County of OTTAWA State of Oklahoma, party of the first part,

and SOUTHFORK INVESTMENTS LLC

part y of the second part.

WITNESSETH: That in consideration of the sum of TEN AND NO/100

\$10.00

DOLLARS,

the receipt of which is hereby acknowledged, said party of the first part does, by these presents grant, bargain, sell and convey unto said part y of the second part their heirs, executors or administrators, all of the following described real estate, situated in the County of OTTAWA,

State of Oklahoma, to wit:

The West 807.63 feet of the South 855.02 feet of the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty-four (24), Township Twenty-eight (28) North, Range Twenty-two (22) East of the Indian Meridian, Ottawa County, State of Oklahoma, according to the U.S. Government Survey thereof.

STATE OF OKLAHOMA
OTTAWA County

Documentary Stamp: \$1470.00

TO HAVE AND TO HOLD THE SAME, together with and all singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said PARTY OF THE FIRST PART

its successors or assigns, does hereby covenant, promise and agree to and with said part y of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT:

ROBERT E. PARKER & ASSOCIATES
P. O. BOX 702705
TULSA, OKLAHOMA 74170

and that said Corporation will WARRANT and FOREVER DEFEND the same unto said part y of the second part y heirs, executors or administrators, against said party of the first part, their successors or assigns, and all and every person or persons whomever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name by its president, DANNY WALLIS, and the corporate seal to be affixed and attested by its Secretary, DANNY WALLIS, at Tulsa, OK, the year and day first above written.

CORPORATE
SEAL

OTTAWA MANAGEMENT COMPANY, INC.

Name of Corporation

ATTEST:

By

DANNY WALLIS

President

By

Secretary

STATE OF OKLAHOMA,

(Corporation Acknowledgement)

County of TULSA } ss

ARS # 02-1097

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of APRIL, 2002, personally appeared DANNY WALLIS to me known to be identical person y who subscribed the name of the maker thereof to the foregoing as its PRESIDENT and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires



BILLIE JEAN MILLS

Notary Public



DocNumber:
L 2005 2896
Book & Page:
RB 785 267
Filed:
05-17-2005
10:22:00 AM
Dated:
04-19-2005

GENERAL WARRANTY DEED
(CORPORATION FORM)

THIS INDENTURE, Made this 19th day of April, 2005, between SOUTHFORK INVESTMENTS, LLC, a Limited Liability Company, organized under the laws of the State of Arkansas, of the County of FULTON, State of ARKANSAS, party of the first part, and OTTAWA MANAGEMENT COMPANY, INC., an Oklahoma Corporation, party of the second part,

NO DOCUMENTARY STAMPS REQUIRED
1988 O.S. Title 68, Sec. 3202 9

WITNESSETH: That in consideration of Ten and no/100 Dollars, the receipt of which is hereby acknowledged, said party of the first part does, by these presents grant, bargain, sell and convey unto said party of the second part, their heirs, executors or administrators, all of the following described real estate, situated in the County of OTTAWA, State of Oklahoma, to-wit:

THE WEST 807.63 FEET OF THE SOUTH 855.02 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW¼ SW¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) EAST OF THE INDIAN MERIDIAN, STATE OF OKLAHOMA, ACCORDING TO U.S. GOVERNMENT SURVEY THEREOF.

TO HAVE AND TO HOLD THE SAME, together with and all singular the tenements,

hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said, PARTY OF THE FIRST PART, it's successors or assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes; assessments and encumbrances, of whatsoever nature and kind, EXCEPT:

and that said Limited Liability Company will WARRANT and FOREVER DEFEND the same unto said party of the second part, heirs, executors or administrators, against said party of the first part, their successors or assigns, and all and every person or persons whomever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name by its manager, at Salem, Arkansas, the year and day first above written.

SOUTHFORK INVESTMENTS, LLC

By: 

JIM SHORT, MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF FULTON

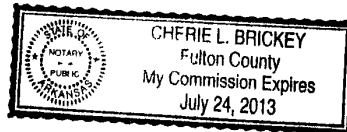
On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, JIM SHORT, to me well known, who acknowledged that he is the Manager of SOUTHFORK INVESTMENTS, LLC, and that he, as such agent, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, by himself as such agent.

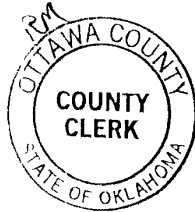
WITNESS my hand and official seal on this 19th day April, 2005.

Cherie L. Brickey
NOTARY PUBLIC

My Commission Expires:
07-24-2013

This Instrument Prepared By:
Jim Short
Attorney at Law
P.O. Box 988
Salem, AR 72576
(870) 895-2986





DocNumber:
L 2005 2897
Book & Page:
RB 785 270
Filed:
05-17-2005
10:23:00 AM
Dated:
04-22-2005

CORPORATE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

FILE NO. 20502155

THIS DEED, made and entered into this 22nd day of April, 2005, by and between **OTTAWA MANAGEMENT CO., INC.**, a Missouri Corporation, GRANTOR, County of Greene, State of Missouri, in consideration of One Dollar and other valuable consideration to it paid by **ALLAN KASPAR, A SINGLE PERSON**, GRANTEE, of the County of Greene, State of Missouri.
GRANTEES MAILING ADDRESS: 6522 28th NW, WILLIAMS, MN 56686

the receipt of which is hereby acknowledged, and by virtue and pursuance of a Resolution of the Board of Directors of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee, and their heirs and assigns, the following described Real Estate, situated in the COUNTY OF Ottawa, STATE OF MISSOURI, to wit:

TRACT 1

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 28 NORTH, RANGE 22 EAST OF THE INDIAN MERIDIAN, OTTAWA COUNTY, OKLAHOMA, LESS THE WEST 807.65 FEET OF THE SOUTH 855.02 FEET OF THE NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 24, TOWNSHIP 28 NORTH, RANGE 22 EAST OF THE INDIAN MERIDIAN, OTTAWA COUNTY, OKLAHOMA

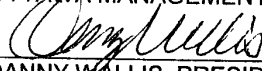
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee and their heirs and assigns forever, so that neither the said Grantor nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they, and everyone of them shall by these presents be excluded and forever barred.

STATE OF OKLAHOMA
OTTAWA County *EP/100*
Documentary Stamps: \$ 2.00

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its PRESIDENT
on this the 22nd day of April, 2005.

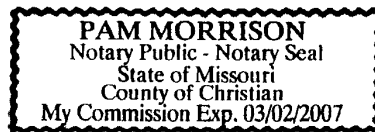
OTTAWA MANAGEMENT CO., INC.


DANNY WALLIS, PRESIDENT

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

On this the 22nd day of April, 2005, before me appeared DANNY WALLIS, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of OTTAWA MANAGEMENT CO., INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.




PAM MORRISON, Notary Public

My commission expires:



DocNumber:
L 2005 3776
Book & Page:
RB 788 224
Filed:
06-27-2005
10:12:00 AM
Dated:
06-20-2005

CORRECTION CORPORATE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

FILE NO. 20502155

THIS DEED, made and entered into this 20th day of June, 2005, by and between **OTTAWA MANAGEMENT CO., INC.**, a Missouri Corporation, GRANTOR, County of Greene, State of Missouri, in consideration of One Dollar and other valuable consideration to it paid by **ALLAN KASPAR, A SINGLE PERSON**, GRANTEE, of the County of Greene, State of Missouri. GRANTEE'S MAILING ADDRESS: 6522 28TH NW, WILLIAMS, MN 56686

the receipt of which is hereby acknowledged, and by virtue and pursuance of a Resolution of the Board of Directors of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee, and their heirs and assigns, the following described Real Estate, situated in the COUNTY OF Ottawa, STATE OF OKLAHOMA, to wit:

TRACT 1

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 28 NORTH, RANGE 22 EAST OF THE INDIAN MERIDIAN, OTTAWA COUNTY, OKLAHOMA, LESS THE WEST 807.65 FEET OF THE SOUTH 855.02 FEET OF THE NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 24, TOWNSHIP 28 NORTH, RANGE 22 EAST OF THE INDIAN MERIDIAN, OTTAWA COUNTY, OKLAHOMA

TRACT 2

THE WEST 807.65 FEET OF THE SOUTH 855.02 FEET OF THE NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 24, TOWNSHIP 28 NORTH, RANGE 22 EAST OF THE INDIAN MERIDIAN, OTTAWA COUNTY, OKLAHOMA

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

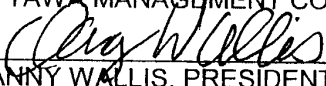
TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee and their heirs and assigns forever, so that neither the said Grantor nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they, and everyone of them shall by these presents be excluded and forever barred.

This Correction Deed is being recorded to correct the Legal Description recorded May 17, 2005 in Book 785, Page 270, Records of Ottawa County, Oklahoma.

NO DOCUMENTARY STAMPS REQUIRED
1988 O.S. Title 68, Sec. 3202 3

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its
PRESIDENT on this the 20th day of June, 2005.

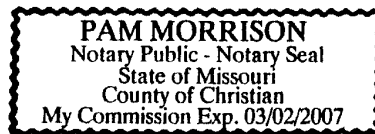
OTTAWA MANAGEMENT CO., INC.

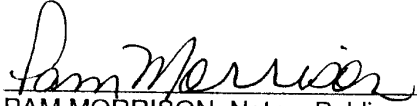

DANNY WALLIS, PRESIDENT

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

On this the 20th day of June, 2005, before me appeared DANNY WALLIS, to me personally
known, who, being by me duly sworn, did say that he is the PRESIDENT of OTTAWA MANAGEMENT
CO , INC., and that said instrument was signed on behalf of said corporation by authority of its Board
of Directors, and said PRESIDENT acknowledged said instrument to be the free act and deed of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day
and year last above written.




PAM MORRISON, Notary Public

My commission expires:



I-2014-003569 Book0997 Pg:738
09/16/2014 9:26 am \$25.00
Reba G Sill - Ottawa County Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between Real Estate Remediation LLC, d/b/a: RER LLC ("Purchaser") and Allan Kaspar, a single man, ("Seller"). The Effective Date ("Effective Date") of this Agreement will be the date of the last execution by either party.

WITNESSETH:

In consideration of the mutual covenants and representations set forth herein, Purchaser and Seller agree as follows:

Section 1. Purchase and Sale. Seller agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept conveyance and assignment from Seller, subject to the terms and conditions hereinafter set forth, that certain tract of land consisting of 160 acres, situated in Ottawa County, Oklahoma, preliminarily described as:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 28 North, Range 22 East of the Indian Base and Meridian, Ottawa County, Oklahoma

together with all and singular the rights and appurtenances appertaining to the land, including any right, title and interest of Seller in and to adjacent streets and all improvements to the land (but excluding all equipment and personal property thereon), all of the land, rights and appurtenances being hereinafter referred to as the "Property".

Section 2. Purchase Price. The purchase price ("Purchase Price") to be paid to Seller will be \$1,400,000.00. The Purchase Price will be payable as follows:

- (a) **Installment Money Deposits.** At signing of this agreement the Purchaser shall deliver to Seller the sum of \$20,000.00 as a non-refundable Earnest Money Deposit ("EMD") and part payment of the purchase price. Before May 30th, 2014, the Purchaser will deliver to the Seller the sum of \$30,000.00 as a non-refundable EMD and part payment of the Purchase Price. Additional Installments of \$125,000.00 prior to or on the last business day of each and every month for 8 months to be paid by direct deposit. The 8 months to end January 31, 2015.
- (b) **Taxes and Rent.** As per the Possession Date of May 30th, 2014, the Seller will pay the first five months of AD Valorem taxes when due in December, and the Purchaser will pay the balance of taxes when due in December. Any rents will be prorated between Seller and Purchaser as to the Possession Date.
- (c) **Payment at Closing.** The balance of \$350,000.00 Cash at closing, will be due at the end of the 9th month, last business day of February, 2015.

Section 3. Title Insurance.

- (a) **Commitment.** Within twenty (20) days subsequent to the Effective Date, Seller will provide Purchaser with a commitment ("Commitment") for owner's title insurance ALTA Owners Policy issued by Ottawa County Abstract and Title Company of Miami, Oklahoma, covering the Property in the amount of the Purchase Price, insuring good and marketable title to the Property. The title insurance commitment will set forth the current ownership of the Property, all exceptions, reservations, easements and encumbrances, and all requirements which must be completed prior to issuance of the title insurance policy and will have attached thereto a legible copy of all documents referred to in the Commitment.
- (b) **Objections.** Purchaser will notify Seller in writing of any objections to the quality of title based upon

Purchasers Initials GRB

Sellers Initials AK

DocNumber:
L 2014 3569
Book & Page:
RB 997 738
Filed:
09-16-2014
09:26:00 AM
Dated:
05-07-2014

the Commitment within ten (10) days after receipt of the Commitment. If Seller does not or cannot satisfy such objections within the Inspection Period, Purchaser may either:

- (i) Waive any objection and close this transaction; or
- (ii) Terminate this Agreement.
- (iii) If seller cannot provide good and marketable title the non-refundable "EMD" will be Refunded and returned to the purchaser.

Upon termination, neither party will have further obligation hereunder.

- (c) **Issuance of Policy.** At Closing, or as soon thereafter as is practical, Purchaser will cause to be issued an owner's title insurance policy in accordance with the Commitment referred to above and reflecting all required curative action. All title insurance premiums, charges and costs will be paid by Purchaser.

Section 4. Inspection and Condition of Property.

- (a) **Inspection Period.** Purchaser will have a period of thirty (30) days commencing on the Effective Date ("Inspection Period") within which to conduct examinations, verifications and studies, including without limitation, zoning and other land use regulations, environmental and engineering.
- (b) **Limited License.** Purchaser is hereby granted a "Limited License" to enter upon the Property for the purposes of making soil tests and borings, conducting engineering tests, and for the general purposes of inspecting the Property in connection with the development of a site plan and a determination of the suitability of the Property for the Purchaser's intended use, provided however, Purchaser will indemnify and hold Seller harmless from any and all damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which are caused by the Purchaser's conducting such tests and/or inspections on the Property. Purchaser is specifically prohibited from conducting any activity which would cause to be attached to the Property any liens or encumbrances, and will hold Seller harmless and indemnify Seller in the event that any lien or encumbrance attaches to the Property or which would violate any applicable laws, rules, regulations, orders or agreements with or involving governmental entities. Upon completion of any inspection, Purchaser will forthwith restore the Property to the condition existing prior to Purchaser's initial entry upon the Property. Except as expressly provided herein, Purchaser will not disclose the results of any such tests and/or inspections to third parties (except consultants and professionals retained by Purchaser in connection with the tests and/or inspections and who have agreed, in writing, to the limitations on disclosure contained herein) except as may be required by law, regulations or court order. Notwithstanding anything in this Agreement to the contrary, the indemnity set forth in this paragraph shall not apply to: (a) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with existing contamination or other conditions on the Property except and only to the extent that such contamination or condition is exacerbated or made worse by Purchaser in connection with the Purchaser's inspection, and (b) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with the mere discovery of pre-existing contamination or other adverse conditions by the Purchaser during the Inspection Period. In any event, Purchaser will notify counsel for Michelin at least five (5) calendar days prior to taking any samples of soils or groundwater on the property. Michelin shall have the right to observe and split samples at Michelin's sole expense, provided that all test results on the soil and groundwater are provided to Seller.
- (c) **Termination.** In the event that Purchaser will determine in its sole discretion that any condition or factor pertaining to the Property is unacceptable, Purchaser will have the right to terminate this Agreement upon written notice to Seller at any time within the Inspection Period. Upon such termination neither party will have any further obligation hereunder.

Purchasers Initials **GRB**

Sellers Initials **AK**

Section 5. Seller's Representations. Seller represents and warrants to Purchaser that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing. The Property is being sold "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller or any agent of Seller.

Section 6. Purchaser's Representations. Purchaser represents and warrants to Seller that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing and agrees as follows:

- (a) **Legal Existence.** Purchaser is an LLC, duly organized, validly existing and in good standing under the laws of the State of Alabama and it, or its permitted assignee, will be, prior to Closing, duly domesticated and authorized to transact business within the State of Oklahoma. Purchaser has all requisite power and authority to carry on its business as now conducted and to enter into and perform this Agreement.
- (b) **Condition of Property.** Purchaser hereby acknowledges and agrees that (i) it is purchasing the Property "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller or any of Seller's contractors, agents, or employees; (ii) it is relying exclusively upon its investigations, inspections, tests and studies as to all issues related to the Property, including, without limitation, the physical and environmental condition of the same; (iii) it has not relied on any statements or lack of statements by Seller or Seller's contractors, agents, or employees in connection with its assessment of the physical or environmental condition of the Property; and (iv) the Purchase Price has been determined based, in part, upon the lack of any representations or warranties by Seller. Purchaser acknowledges that the Property contains asbestos and other regulated materials, both known and unknown and that the same is subject to regulatory scrutiny and oversight as well as court orders related to the same. By Closing on the purchase of the Property, Purchaser indemnifies and holds Seller and Seller's contractors, agents and employees harmless for any damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which might arise out of the condition of the Property and resulting from the use, occupancy, development or operation of the Property from and after the Closing, including, without limitation, all attorneys fees and costs incurred in connection with the same.
- (c) **Hold Harmless and Indemnity Agreement.** As a part of this Purchase and Sales Agreement, the Purchaser has signed a Hold Harmless and Indemnity Agreement that is part of this agreement.

Section 7. Closing.

- (a) The closing of the sale of the Property by Seller and the purchase of same by Purchaser in accordance with this Agreement ("Closing") will occur in Miami, Oklahoma, in the offices of Ottawa County Abstract & Title Co. at the end of the 9th Month better known as February 2014.
- (b) At the Closing:
 - (i) The Purchaser will deliver to Seller cash, cashier's or certified check or wire transfer in the amount set forth in Section 2 hereof;
 - (ii) Seller will deliver to Purchaser a Special Warranty Deed fully executed and acknowledged by Seller, conveying the Property to Purchaser;
 - (iii) The Seller will deliver to Purchaser a FIRPTA Affidavit, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
 - (iv) The Purchaser will pay all closing fees and any applicable sales tax. Seller will pay recording

Purchasers Initials GRB

Sellers Initials AK

costs of all curative documents. The recording cost of the deed (including the documentary stamp tax) conveying the Property to Purchaser, will be paid by Purchaser;

- (v) If not previously paid, Purchaser shall pay for the costs of the title insurance policy in accordance with Section 3 of this Agreement;
- (vi) Seller will pay and discharge all special assessments against the Property, whether matured or un-matured; and
- (vii) Each party will pay its own attorneys' fees.

Section 8. Possession. Possession of the Property will be delivered to Purchaser when the deposit is made, May 30th, 2014.

Section 9. Condemnation. If, prior to the Closing, action is initiated or threatened to take a material portion of the Property be eminent domain proceedings, or by deed in lieu thereof, for any portion of the Property, Purchaser may either;

- (i) Terminate this Agreement; or
- (ii) Close the sale, and the award of the condemning authority will be assigned to Purchaser at the Closing.

Section 10. Commissions. Purchaser and Seller covenant and represent to each other that except for _____ (the "Broker"), no other party is entitled to be paid a fee or commission in connection with the transaction contemplated by this Agreement, and neither Purchaser nor Seller has had any dealings or agreements with any other individual or entity in connection therewith. If any other individual or entity will assert a claim to a finder's fee, or commission, or other similar fee against either Purchaser or Seller on account of an alleged employment, arrangement or contract as a broker or a finder, then the party who is alleged to have retained such individual or entity, will and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Seller agrees that in the event and only in the event the transaction contemplated by this Agreement is consummated, then, at the Closing, Seller will pay a real estate commission to Broker equal to six percent (6%) of the purchase price of the Property.

Section 11. Breach or Termination.

- (a) **Breach by Seller.** If Seller fails to timely close the sale of the Property to Purchaser for any reason, except Purchaser's default or the termination of this Agreement by Purchaser, Purchaser may, as its exclusive remedies, either terminate this Agreement by giving Seller written notice thereof and receive a return of the EMD or seek the specific performance of this Agreement.
- (b) **Breach by Purchaser.** If Purchaser fails to timely close the purchase of the Property for any reason, except Seller's default or the exercise of a termination right provided herein, then Seller may, as Seller's sole remedy, cancel and terminate this Agreement and retain the EMD.
- (c) **Termination.** Notwithstanding any other provision of this Agreement to the contrary, the indemnity and hold harmless provisions contained in this Agreement and the provisions related to the payment of third party costs will survive the Closing and, if this Agreement is terminated, any termination of this Agreement.

Purchasers Initials GRB

Sellers Initials AK

Section 12. Miscellaneous.

- (a) **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, will be in writing and will be deemed effective when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, two (2) calendar days after deposited in any post office or mail receptacle, regularly maintained by the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid, or delivered to a commercial overnight delivery service addressed as follows or when transmitted by facsimile to the number set forth below and received prior to _____ *(enter the time, example: 5:30 p.m. (C.S.T.))*.

If to Purchaser: Real Estate Remediation LLC
3519 Greensboro Ave.
Tuscaloosa, AL 35401

With Copy to: Sandy Gunter
Shields and Gunter
2703 7th St.
Tuscaloosa, AL 35401

If to Seller: Allan Kaspar
1000 Goodrich Boulevard
Miami, Oklahoma 74354
Phone/Fax: 918-540-0414

With Copy to: Kevin C. Coutant
Doerner, Saunders, Daniel & Anderson, L.L.P.
320 South Boston Avenue, Suite 500
Tulsa, Oklahoma 74103-3725
Fax: 918-591-5360 Phone: 918-591-5221

or such other place as Seller or Purchaser may from time to time designate by written notice to the other.

- (b) **Costs and Expenses.** Unless otherwise specified in this Agreement, each party will bear its costs and expenses (including attorneys' fees) incurred in connection with the preparation and execution of this Agreement, and the Closing.
- (c) **Attorneys' Fees.** In the event of litigation arising out of this Agreement, the prevailing party will be awarded reasonable attorneys' fees and court costs as additional damages.
- (d) **Assignment.** This Agreement will not be assigned by Purchaser, without written approval by Seller.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreements.

Purchasers Initials GRB

Sellers Initials AK

- (f) **Amendment.** This Agreement may not be amended, modified, altered, or changed except by a written instrument executed by the party or parties to be bound thereby.
- (g) **Captions.** The captions and headings of this Agreement are for convenience only and do not affect, limit, amplify or modify the terms and provisions hereof.
- (h) **Multiple Counterparts.** This Agreement may be executed in identical counterparts, each of which is deemed an original, and all of which constitutes collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- (i) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
- (j) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- (k) **Consents.** Whenever the consent of Seller or Purchaser is required hereunder, such consent will not be unreasonably withheld or delayed.
- (l) **Time.** Time is of the essence with respect to all provisions of this Agreement.
- (m) **Payments.** The EMD shall be paid in cash, cashier's or certified check or wire transfer and will be deemed paid when actually received by Seller.
- (n) **Execution.** This Agreement shall be binding upon the parties hereto only at such time as it is fully executed by and delivered to all parties.
- (o) **1031 Exchange.** Purchaser and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange.

GRB
Dated 5/2/2014

"PURCHASER"
By [Signature]
Managing Member Title

Dated May 7, 2014

"SELLER"
[Signature]
Allan Kaspar

STATE OF Oklahoma
COUNTY OF Ottawa

This instrument was acknowledged before me this 15th day of September, 2014 by George Blakeney as Manager of (insert company name)
Realestate Remediation LLC
Purchasers Initials GRB Sellers Initials AK

My Commission Expires 3-12-2018

Kalleigh Richardson
Notary Public



STATE OF OKLAHOMA
COUNTY OF OTTAWA

This instrument was acknowledged before me this 15th day of September 2014 by Allan Kaspar.

Kalleigh Richardson
Notary Public

My Commission Expires 3-12-2018



Witness: Wickie Lynn Smith

Date: 5-7-2014

TREASURER'S ENDORSEMENT
I hereby certified that I received \$ 280.00 and
issued Receipt No 177, therefore
in payment of mortgage tax on the within named
mortgage. Dated this 15 of Sept, 20 14

Kathy Bowling, Ottawa County Treasurer
M. Saladrigue Deputy

Purchasers Initials GRB

Sellers Initials AK

DocNumber:
L 2015 3172
Book & Page:
RB 1015 220
Filed:
08-14-2015
03:32:00 PM
Dated:
08-13-2015



QUIT CLAIM DEED

I-2015-003172 Book1015 Pg:220
08/14/2015 3:32 pm \$15.00
Reba G Sill - Ottawa County Clerk

(Individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT ALLAN KASPAR, a single person, party of the first part, in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto **REAL ESTATE REMEDIATION. LLC**, a foreign limited liability company, whose address is **3519 Greensboro Avenue, Tuscaloosa, Alabama 35401**, party of the second part, all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described real property and premises situated in Ottawa County, State of Oklahoma, to-wit:

A tract of land lying in the N $\frac{1}{4}$ SW $\frac{1}{4}$ and the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 28 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows to-wit:

Commencing at the NW corner of the N $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24; Thence S 00° 34' 16" E, 242.68 feet; Thence N 89° 08' 38" E, 943.58 feet to the point of beginning; Thence N 00° 50' 41" W, 534.58 feet; Thence N 89° 07' 14" E, 1706.68 feet; Thence S 00° 20' 00" E, 291.53 feet; Thence S 00° 30' 26" E, 1320.76 feet; Thence S 89° 08' 10" W, 1477.92 feet; Thence N 00° 50' 41" W, 1077.19 feet; Thence S 89° 08' 38" W, 218.36 feet to the point of beginning.

EXCEPTING AND RESERVING UNTO GRANTOR ALLAN KASPAR AN NON-EXCLUSIVE EASEMENT, SUBJECT TO INCREASE OR DECREASE IN USE FROM TIME TO TIME, UPON AND ACROSS THE NORTHERLY 20 FEET (AS MEASURED ON THE WEST SIDE AND PARALLEL TO THE MOST NORTHERLY LINE) OF OF THE ABOVE DESCRIBED REAL PROPERTY FOR ROADWAY AND UTILITY PURPOSES INCLUDING, WITHOUT LIMITATION, THE RIGHT OF INGRESS AND EGRESS FOR INVITEES OR OTHER PERSONS, VEHICLES, EQUIPMENT AND MATERIALS AS WELL AS THE INSTALLATION AND MAINTENANCE OF ALL TYPES AND KINDS OF UTILITY LINES, PIPES OR CABLES OR SIMILAR USES FOR THE USE AND BENEFIT OF GRANTORS' ADJOINING PROPERTY DESCRIBED AS FOLLOWS:

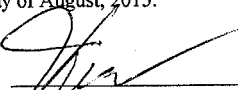
A tract of land lying in the N $\frac{1}{4}$ SW $\frac{1}{4}$ and the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 28 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows to-wit:

Beginning at the NW corner of the N $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24; Thence N 00° 37' 22" W, 1320.37 feet; Thence N 89° 02' 36" E, 1326.55 feet; Thence N 89° 13' 13" E, 1326.60 feet; Thence S 00° 20' 00" E, 1028.37 feet; Thence S 89° 07' 14" W, 1706.66 feet; Thence S 00° 50' 41" E, 534.58 feet; Thence S 89° 08' 38" W, 943.58 feet; Thence N 00° 34' 16" W, 242.68 feet to the Point of Beginning.

Together with all the improvements thereon and the appurtenances thereunto belonging, except easements and rights of way of record or in open and visible use.

no Documentary stamps required. Exempt Doc. Stamp Tax
TO HAVE AND TO HOLD the above described premises unto the said party of the second part, his heirs and assigns forever.

Signed and delivered this 13th day of August, 2015.


ALLAN KASPAR

05 Title 68, Article 82, Section 3201, Paragraph 6.

INDIVIDUAL ACKNOWLEDGMENT

I-2015-003172 Book1015 Pg:221
08/14/2015 3:32 pm \$15.00
Reba G Sill - Ottawa County Clerk

STATE OF OKLAHOMA, COUNTY OF Craig, ss:

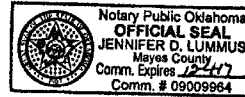
Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of August, 2015 personally appeared **ALLAN KASPAR**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Jennifer D. Lummus
Notary Public

My commission expires:

12-4-2017



My commission number:

09009964